

City of Yakima
Wastewater Treatment Plant



Bid Documents & Specifications
for
Bid No. 11407

Analytical Laboratory Services

Bid Documents

Notice to Bidders
Bid Form
Everify Declaration
Non-Collusion Declaration
Signature Sheet
Contractor Qualification Statement
Bidder's Checklist
Personal Inventory Sheet

Specifications

General & Special
General Provisions

Contract Documents

Sample Contract

City of Yakima/Yakima County Purchasing Division
129 North Second Street
Yakima, Washington 98901
(509) 575-6093

March 6, 2014

Notice to Bidders No. 11407

Notice is hereby given by the undersigned that sealed bids will be accepted in the office of the Yakima City Clerks Department, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00 pm, March 20, 2014**, and publicly opened and read for:

Analytical Laboratory Services – Wastewater Treatment Plant

Above per specifications.

Bid forms and Specifications are available in the office of the Purchasing Manager, City Hall, Yakima, Washington. 509-575-6093.

Specifications may also be obtained online at
www.yakimawa.gov/services/purchasing Click on Bid Openings.

The City of Yakima reserves the right to reject any and all bids.

Dated this 6th day of March, 2014

(Seal)

Christina Payer
Buyer I

Publish on March 6th & 7th

INVITATION TO BID -- NOT AN ORDER

BID NO 11407

CITY OF YAKIMA/YAKIMA COUNTY
PURCHASING DIVISION
129 NO. 2ND STREET
YAKIMA, WASHINGTON 98901
PHONE 575-6093

PLEASE QUOTE ON THIS FORM.
RETURN MARKED "NO BID"
IF YOU CANNOT QUOTE,
AND REASON IN ORDER TO
REMAIN ON VENDOR LIST.

DATE March 6, 2014

VENDOR _____

ADDRESS _____

BIDS WILL BE RECEIVED

UNTIL 2:00 p.m., March 20, 2014

BID OPENING 2:00 p.m., March 20, 2014

TO BIDDER:

PLEASE BID YOUR LOWEST PRICE, AND CASH DISCOUNT TERMS FOR THE FOLLOWING. THE CITY/COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE CITY/COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 90 CALENDAR DAYS.

ITEM NO.	QTY	PARAMETER	METHOD	FREQUENCY	ANNUAL TEST ESTIMATE	UNIT PRICE	PRICE
City of Yakima - WWTP Analytical Laboratory Services Schedule of Prices							
<u>Wastewater Treatment Plant</u>							
1.		<u>Nitrogen</u>					
1a.	1	TKN	SM4500N-C	3/Month	36	\$	\$
1b.	1	NO ₂ – NO ₃	EPA 300.0	3/Month	36	\$	\$
2.		<u>Phosphorous</u>					
2a.	1	Total Phosphorous	SM 4500 PE	3/Month	36	\$	\$
3.		<u>Solids</u>					
3a.	1	Total Dissolved Solids	SM 2540-C	1/Year (Effluent)	1	\$	\$
*The above analyses are for Influent/Effluent streams at the City of Yakima Wastewater Treatment Plant.							

ITEM NO.	QTY	PARAMETER	METHOD	FREQUENCY	ANNUAL TEST ESTIMATE	UNIT PRICE	PRICE
<u>City of Yakima Biosolids</u>							
4.		<u>Nitrogen - Solid</u>					
4a.	1	Total Nitrogen - Solid	AOAC 993.13	**1/Bi-monthly	6	\$	\$
4b.	1	NO ₃ - Total Solid	SM 4500 NO3-E	**1/Bi-monthly	6	\$	\$
4c.	1	Ammonia - Solid	SM 4500-NH3N	**1/Bi-monthly	6	\$	\$
5.		<u>Phosphorous-Solid</u>					
5a.	1	Phosphorous - Solid	EPA 200.7	**1/Bi-monthly	6	\$	\$
6.		<u>General Chemistry - Solid</u>					
6a.	1	Total Percent Solids	SM 2540 - B	**1/Bi-monthly	6	\$	\$
6b.	1	Total Metals Digest	SW846 3050B	**1/Bi-monthly	6	\$	\$
*The above analyses are for Biosolids at the City of Yakima Wastewater Treatment Plant. **In this case, Bi-monthly means every other month.							
<u>Industrial Discharge Monitoring (Pre-Treatment Program)</u>							
7.		<u>Nitrogen</u>		*Frequency as needed			
7a.	1	TKN	SM 4500N-C	or per SIU	46	\$	\$
7b.	1	NO ₂ – NO ₃	EPA 300.0	“ “	46	\$	\$
8.		<u>Phosphorous</u>					
8a.	1	Total Phosphorous		“ “	46	\$	\$
9.		<u>Priority Pollutants</u>					
9a.	1	Chlorinated Pesticides/PCBs	EPA 608	“ “	25	\$	\$

ITEM NO.	QTY	PARAMETER	METHOD	FREQUENCY	ANNUAL TEST ESTIMATE	UNIT PRICE	PRICE
9b.	1	Cyanide	SM 4500CN-C/E	*Frequency as needed or per SIU	10	\$	\$
9c.	1	Semi-Volatile Organic Compounds	EPA 625	" "	25	\$	\$
9d.	1	Total Phenols	EPA 420.4	" "	25	\$	\$
9e.	1	Volatile Organic Compounds	EPA 624	" "	25	\$	\$
10.		<u>Volatile Organics</u>					
10a.	1	Methylene Chloride	EPA 624/8260	" "	4	\$	\$
10b.	1	Chlorpyrifos	SM 8141	" "	25	\$	\$
11.		<u>Fungicides</u>					
11a.	1	DPA	CAI 9061	" "	48	\$	\$
11b.	1	Pyrimethanil (Penbotec)	CAI 9061	" "	12	\$	\$
11c.	1	TBZ	CAI 9061	" "	48	\$	\$
12.		<u>Solids</u>					
12a.	1	Total Dissolved Solids	SM 2540-C	" "	4	\$	\$
*The above analyses are for Industrial Businesses discharging to the City of Yakima's Publicly Owned Treatment Works (POTW). Frequency varies per Significant Industrial User (SIU).							
Subtotal:						\$	\$
Sales Tax @ 8.2%:						\$	\$
Grand Total:						\$	\$

TO THE BUYER OF THE CITY OF YAKIMA:

DELIVERY: WE (I) WILL START WORK UNDER THIS CONTRACT WITHIN _____ DAYS FROM AWARD OF CONTRACT AND AT PRICES AND TERMS SPECIFIED UNLESS OTHERWISE NOTED.



Compliance with Immigration and Naturalization Act

(Form to be turned in with Qualification Packet)

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all contractors or business entities that contract with the City for the award of any City contract for public works in excess of Five Thousand Dollars (\$5,000), or any other city contract in excess of Two Thousand Five Hundred Dollars (\$2,500), enroll in the E-Verify program or its successor, and thereafter to verify its employees' proof of citizenship and authorization to work in the United States.

E-Verify will be used for newly hired employees during the term of the contract ONLY: it is NOT to be used for existing employees.

The Contractor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable subcontractor. The contractor shall sign and return with their bid response the E-Verify Declaration below. Failure to do so may be cause for rejection of bid.

E-VERIFY COMPLIANCE DECLARATION

The undersigned declares, under penalty of perjury under the laws of Washington State that:

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
2. I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.
3. I certify that I am duly authorized to sign this declaration on behalf of my company.
4. I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: _____

Dated this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Address: _____

Phone #: _____ Email Address: _____

NON-COLLUSION DECLARATION

I, by signing the Bid, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid is submitted.
2. That by signing the signature page of this bid, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET
Bid No. 11407

The bidder is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____% net _____DAYS

****Receipt is hereby acknowledged of addendum(s) No. (s) _____, _____ & _____.**

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Firm Name

Address

Sign Name


Print Name

Date Signed

Phone Number

Fax Number

E-Mail Address

PROPOSAL MUST BE SIGNED 

CONTRACTOR QUALIFICATION STATEMENT

Contractor must complete all portions of this statement before bid proposal will be considered. The following statements as to experience, equipment and general qualifications of the bidder as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed by the bidder and included in bid evaluation.

- I. Name and address of principal business office which Contract will be administered from:

Telephone: _____

- II. Number of years Contractor has been engaged in business: _____

- III. The bidder as a contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof)

- IV. Contractor must have at least five (5) years experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years:

1. Location and for whom performed:

Phone _____ Contact Person _____

2. Location and for whom performed:

Phone _____ Contact Person _____

3. Location and for whom performed:

Phone _____ Contact Person _____

BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms, which must be executed, as required, and submitted with their bid on the form received from the City/County and bound in the Contract Documents:

- A. **Bid Form**
To be filled out, signed by bidder and submitted with bid. (Pages 3-5)
- B. **E-verify Form**
To be filled out, signed by bidder and submitted with bid. (Page 6)
- C. **Bid Signature Sheet**
To be filled out, signed by bidder and submitted with bid. (Page 8)
- D. **Contractor Qualification Statement**
To be filled out, signed by bidder and submitted with bid. (Pages 9-10)
- E. **Personnel Inventory Sheet**
To be filled out by the bidder and submitted with bid. (Page 21)

The following forms are to be executed after the contract is awarded:

- A. **Contract**
This agreement to be executed by the successful bidder. (Pages 15-16)

City of Yakima WWTP
Bid No. 11407
Analytical Laboratory Services

I. GENERAL

- A.** It is the intent of these specifications to describe Analytical Laboratory Services in sufficient detail to secure competitive bids. All materials, labor, equipment and administrative costs which are necessary in order to complete this work, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.
- B. Right to Reject or Award:**
The City of Yakima reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications. The City reserves the right to award the contract to the bidder with the combination of bid price and qualifications the City finds to be the most advantageous and which would be in the best interest of the City. The City will not be bound to accept the low bid. The City's award of the contract shall be considered binding and final.
- C. Annual Requirement:**
The City does not bind itself to purchase the full quantities stipulated in the proposal as estimates. The quantities shown are not exact and are given for the purpose of comparing Bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.
- D. Other City/County Departments/Like Items Added:**
At any time during the term of this contract, or any extension thereof, other City/County departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Buyer.
- E. Invoicing:**
To insure prompt payment each invoice should cite Bid Number 11407, purchase order number, name of sample test is for, dates & description of service. Include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice and (c) all papers required to be delivered for service. Vendor shall provide an original of the invoice. Each invoice shall be submitted as required by the contract. Sales tax is to be invoiced as a separate line item and at the rate applicable to location where service was performed. Vendor is to submit properly completed invoice(s) to: City of Yakima, Accounts Payable, 129 North 2nd Street, Yakima, Washington, 98901.
- F. Term:**
The period of this contract shall be for a period of one year from its effective date. The City may, at it's option, extend the contract on a year to year basis for up to four (4) additional year provided, however, that either party may at any time

during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve-month period of the contract unless an exception is stated in the bid.

G. Changes:

Any proposed change in this contract shall be submitted to the City of Yakima Purchasing Manager for her prior approval and she will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

H. Termination - Convenience:

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

II. SPECIAL INSTRUCTIONS

A. Scope of Work:

The City of Yakima is requesting bids for providing analytical laboratory testing services for the City's Wastewater Treatment Plant in order to comply with the City's National Pollutant Discharge Elimination System (NPDES) permit and for permits the City has issued to Significant Industrial Users (SIU).

Contract will consist of testing approximately 534 samples per year. The frequency of these samples ranges from monthly, quarterly and yearly. Samples will be collected by the City's wastewater treatment plant and will be delivered to the awarded lab for testing.

B. Bid Due Date:

Bid shall be submitted to and date stamped by the City Clerk's Office, Yakima City Hall, 129 North 2nd Street, Yakima, WA, 98901, **by 2:00 p.m. on March 20, 2014** in a sealed envelope labeled Bid No. 11407 with the date and time of bid opening written on the face of it. If you plan on attending the bid opening, DO NOT BRING YOUR BID WITH YOU INTO THE OPENING ROOM. It must be received and date stamped by the Clerk's Office.

C. Bidder shall fill out the attached "Contractors Qualification Statement" and return with Bid. Failure to include the qualification statement may result in rejection of the Bid.

D. Permits and Licenses:

1. Procurement of a City Business License. The successful Contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.
2. The Contractor shall procure all required permits and licenses required for this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful progression of the work.

E. Accreditation and Experience:

1. The Contractor and its subcontract affiliates must maintain accreditation through the WA Department of Ecology, per WAC 173-50; RCW 43.21A.230.
2. It is preferred that all lab employees of Contractor and its subcontract affiliates testing samples have a Bachelor's degree in Chemistry or Biology or related field as well as relative lab experience to the Scope of Work.

F. Regulations and Codes:

The following submittals and code compliance shall be required:

1. To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and City safety codes.
2. Compliance with all State and Local building codes: Yakima County Clean Air Authority regulations, Yakima County Landfill, Washington State Department of Labor and Industries & Uniform Building Code (UBC). In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

G. Delegation of Professional Services:

The services provided for herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged upon such work or services except upon written approval of the City.

H. Property Rights:

All records or papers of any sort relating to the City and to the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the City.

I. Work Made for Hire:

All work the contractor performs under this agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the contractor produces in connection with this agreement. On completion or termination of the agreement, the contractor shall deliver these materials to the project manager.

CITY OF YAKIMA
SAMPLE CONTRACT FOR SERVICES
Analytical Laboratory Services
Bid No. 11407

THIS AGREEMENT, entered into this _____ day of _____, 2014, between the City of Yakima ("City"), and _____, ("Contractor").

WITNESSETH:

The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

I. Compensation.

The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein. The City agrees to pay the Contractor according to the payment schedule as listed in the Contractor's attached Bid response.

II. Scope of Work.

The Contractor shall perform the work according to the procedure outlined in the specifications and Invitation to Bid attached hereto and incorporated herein.

III. Contract Term:

The period of this contract shall be for a period of one year from its effective date. The City may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by _____ giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides _____ advance notice of the intention to not _____ renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the bid.

IV. Termination - Convenience:

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

V. Changes:

Any proposed change in this contract shall be submitted in writing to the City of Yakima Purchasing Manager for her prior approval. If approved, she will make the change by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

VI. Relationship between City and Contractor.

Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

VII. Indemnification and Hold Harmless

1. _____ agrees to protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments,

awards, costs and expenses including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of _____, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

2. If the negligence or willful misconduct of both _____ and the City (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between _____ and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

3. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

VIII. Hold Harmless

Contractor shall, and hereby agrees to, release, save, otherwise hold harmless and indemnify the City of Yakima from claims, demands, damages, actions, causes of actions or other liability, injury, or harm caused by act or omissions, foreseen or unforeseen, negligent or otherwise, that would otherwise befall said City arising out of the contractor's implementation of the terms of this contract.

IX. Successors And Assigns:

Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

X. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

XI. Contract Documents:

This Agreement, the Request for Bids, Scope of Work, conditions, addenda and modifications and the Contractor's proposal (to the extent consistent with Yakima Water Division's documents) constitute the Contract Documents and are complementary. Specific federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, Washington, 98901, and are hereby incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written. Executed in triplicate.

CITY OF YAKIMA

CONTRACTOR

Tony O'Rourke, City Manager

BY _____
Authorized Representative

ATTEST:

Address

City Clerk

**CITY OF YAKIMA
GENERAL PROVISIONS
(A PART OF ALL CONTRACT DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

1. Laws and Regulations

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. Acceptance

The City reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

All bids/quotes must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

3. Bid/Quote Submittals

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

4. Change Orders

Change Orders for material or services will be without effect unless issued and authorized in writing by the Purchasing Manager.

5. Quality Standards

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. The City of Yakima will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

6. Delivery

Time is of the essence and this order is subject to cancellation by the City of Yakima for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City. The acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the City grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the City as a separate item on the invoice for said charges. It is also agreed the City reserves the right, at its sole option, to refuse COD Shipments.

7. Identification

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

8. Payment

Vendor is to submit properly completed invoice(s) and mail to: **City of Yakima, Accounts Payable, 129 No. 2nd St., Yakima, WA 98901**

To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

9. Risk of Loss

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the City, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

10. Force Majeure

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

11. Rejection All goods and any services purchased in this order are subject to approval by the City. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the City or returned, will be at Vendor's risk and expense.

12. Approximate Quantity

The quantities listed are the City's current approximate requirements. The City of Yakima will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

13. Cooperative Purchasing

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

14. Samples

Samples of items, when required, must be furnished free of expense to the City, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

15. Inspection

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

16. Hazardous Materials

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the City with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

17. Public Disclosure

Proposals shall become the property of the City. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is in any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, the City will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. The City will consider a Vendor's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

18. Warranties

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

19. Re-Award

When the contract is terminated by the vendor upon 30 days notice as herein provided, the City, pursuant to City ordinance, may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible bidder.

20. Errors and Omissions

The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

21. Late Receipt of Bid/Quote Documents

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

22. Licenses

If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

23. Delivery of Unapproved Substitutions

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the City reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the City regardless of the time lapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the City mailing list for a period of up to three (3) years.

24. "No Bids"

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to the City of Yakima Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date 11407 - Analytical Laboratory Services – Wastewater

and time written on the face of the envelope. It is the City's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

25. Non-Collusion

The Bidder represents, by the submission of the Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

26. Evaluation of Bid/Quote

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

27. Taxes

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The City is exempt from Federal Excise Tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

28. Non-Discrimination

During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

29. The Americans With Disabilities Act.

With regard to the services to be performed pursuant to this Agreement, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

30. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

31. Termination - Convenience

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

32. Termination - Cause

The City reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the City may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

33. Delay of an Award

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

34. Venue

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the City of Yakima. This Agreement shall be governed by the laws of the State of Washington.

35. Defense and Indemnity Agreement

The vendor agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgements, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, The City, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

36. Permits

The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by the City of Yakima. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

37. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

38. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

39. Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

40. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the vendor is submitting a formal protest. The protest shall be filed with the City of Yakima's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. **Protests before award** shall be filed five (5) days before the solicitation due date, and **protests after the award** shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

Step I Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

Step II If unresolved, within three (3) business days after receipt, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III If still unresolved, within three (3) business days after receipt, the protest may be appealed to the City Manager (or his designee). The City Manager shall make a determination in writing to the vendor.

Grounds for Protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation or City Policy.

Protest Determination

Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the City to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Purchasing shall announce the successful bidder via City Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested vendors, Purchasing is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the City determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the City.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.

The City retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

41. Qualified Bids

The General Terms and Conditions and Supplemental Terms and Conditions included in this bid document will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the City of Yakima's General and Supplemental Terms and Conditions, may result in the Bid being considered non-responsive.

42. Proprietary Material Submitted

Any information contained in the bid/RFP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

Personnel Inventory Form

* To Accompany Bid Proposal *

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

Are you a certified DBE or WMBE?: YES____ NO____. If yes, what is your certification number?

**Contractor's Entire Work Force - if you need additional space,
photocopy this section and attach it to this form.**

Occupation	Total Employed		Total Minorities		African American		Asian or Pacific Islander		Native American		Hispanic or Latino		Apprentice Trainee	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officers														
Foremen														
Clerical														
Totals:														

Goals for minorities and women employees in the contractor's and subcontractor's workforce are 10% combined. Contractors and subcontractors do not have to fire or lay off employees to meet these goals, however, if new employees are hired, it shall be an obligation to make a good faith effort to hire qualified minorities and women.